



JONATHAN E. NUECTHERLEIN
General Counsel
YAA. A. APORI, D.C. Bar No. 480899
yapori@ftc.gov
JASON D. SCHALL, D.C. Bar No. 495070
jschall@ftc.gov
Federal Trade Commission
600 Pennsylvania Ave., NW, CC-10232
Washington, DC 20580
Tel: (202) 326-3796
Fax: (202) 326-3768

CHRISTINA V. TUSAN, Cal. Bar No. 192209 (Local Counsel)
ctusan@ftc.gov
Federal Trade Commission
10877 Wilshire Blvd., Ste. 700
Los Angeles, CA 90024
Tel: (310) 824-4343
Fax: (310) 824-4380

Attorneys for the Plaintiff
Federal Trade Commission

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

MORTGAGE RELIEF ADVOCATES
LLC, a California limited liability company,
also doing business as THE MRA GROUP;

NATIONAL FORENSIC LOAN AUDIT
SERVICES LLC, a California limited
liability company;

EVERTREE LLC, a California limited
liability company;

KEY STONE REAL ESTATE LLC, a
California limited liability company;

PABLO RODRIGUEZ, doing business as
NATIONAL FORENSIC LOAN AUDIT
SERVICERS, LLC, individually and as a
member of Mortgage Relief Advocates,
LLC, and National Forensic Loan Audit
Servicers, LLC; and

Case No.

CV14-5434RSWL-AGR*

COMPLAINT FOR PERMANENT
INJUNCTION AND OTHER
EQUITABLE RELIEF

1 MICHAEL RODRIGUEZ, individually and
2 as a member of Mortgage Relief Advocates
3 LLC,

4
5 Defendants.

6 Plaintiff, the Federal Trade Commission (“FTC”) for its Complaint alleges:

7 1. The FTC brings this action under Sections 13(b) and 19 of the Federal
8 Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b) and 57b, and the 2009
9 Omnibus Appropriations Act, Public Law 111-8, Section 626, 123 Stat. 524, 678
10 (Mar. 11, 2009) (“Omnibus Act”), as clarified by the Credit Card Accountability
11 Responsibility and Disclosure Act of 2009, Public Law 111-24, Section 511, 123
12 Stat. 1734, 1763-64 (May 22, 2009) (“Credit Card Act”), and amended by the
13 Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-
14 203, Section 1097, 124 Stat. 1376, 2102-03 (July 21, 2010) (“Dodd-Frank Act”),
15 12 U.S.C. § 5538, to obtain temporary, preliminary, and permanent injunctive
16 relief, rescission or reformation of contracts, restitution, the refund of monies paid,
17 disgorgement of ill-gotten monies, and other equitable relief for Defendants’ acts
18 or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), the
19 Mortgage Assistance Relief Services Rule (“MARS Rule”), 16 C.F.R. Part 322, re-
20 codified as Mortgage Assistance Relief Services (“Regulation O”), 12 C.F.R. Part
21 1015, in connection with the marketing and sale of mortgage assistance relief
22 services.
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JURISDICTION AND VENUE

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2 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§
3 1331, 1337(a), and 1345; 15 U.S.C. §§ 45(a), 53(b), and 57b, and Section 626 of
4 the Omnibus Act, as clarified by Section 511 of the Credit Card Act, and amended
5 by Section 1097 of the Dodd-Frank Act, 12 U.S.C. § 5538.
6

7
8 3. Venue is proper in this District under 28 U.S.C. § 1391(b)(1), (b)(2),
9 (c)(1), (c)(2), and (d), and 15 U.S.C. § 53(b).
10

PLAINTIFF

11
12 4. Plaintiff FTC is an independent agency of the United States
13 Government created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section
14 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or
15 practices in or affecting commerce. In addition, pursuant to 12 U.S.C. § 5538, the
16 FTC also enforces the MARS Rule, which requires mortgage assistance relief
17 services providers to make certain disclosures, prohibits certain representations,
18 and generally prohibits the collection of an advance fee.
19

20
21 5. The FTC is authorized to initiate federal district court proceedings, by
22 its own attorneys, to enjoin violations of the FTC Act; the MARS Rule; and
23 Regulation O; and to secure such equitable relief as may be appropriate in each
24 case, including rescission or reformation of contracts, restitution, the refund of
25 monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b),
26
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1 56(a)(2)(A)-(B), and 57b; § 626, 123 Stat. at 678, as clarified by § 511, 123 Stat. at
2 1763-64, and amended by § 1097, 124 Stat. at 2102-03, 12 U.S.C. § 5538.

3
4 **DEFENDANTS**

5 6. Defendant Mortgage Relief Advocates, LLC (“MRA”), also doing
6 business as The MRA Group, is a California limited liability company with its
7 principal place of business at 18000 Studebaker Rd., Suite 700, Cerritos, California
8 90703 and 3922 Tweedy Blvd., South Gate, California 90280. At all times
9 material to this Complaint, acting alone or as part of the common enterprise
10 described in paragraph 12, MRA has advertised, marketed, provided, offered to
11 provide, or arranged for others to provide mortgage assistance relief services
12 (“MARS”), as defined in 16 C.F.R. § 322.2, recodified as 12 C.F.R. § 1015.2.
13 MRA transacts or has transacted business in this district and throughout the United
14 States.
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19 7. Defendant National Forensic Loan Audit Servicers, LLC, (“NFLAS”),
20 is a California limited liability company with its principal place of business at 3922
21 Tweedy Blvd., South Gate, California 90280. At all times material to this
22 Complaint, acting alone or as part of the common enterprise described in paragraph
23 12, NFLAS has advertised, marketed, provided offered to provide, or arranged for
24 others to provide MARS, as defined in 16 C.F.R. §322.2, recodified as 12 C.F.R.
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1 §1015.2. NFLAS transacts or has transacted business in this district and throughout
2 the United States.

3 8. Defendant Evertree, LLC, (“Evertree”), is a Delaware limited liability
4 company with its principal place of business at 14241 E Firestone Blvd., Suite 400,
5 La Mirada, California 90638. At all times material to this Complaint, acting alone
6 or as part of the common enterprise described in paragraph 12, Evertree has
7 advertised, marketed, provided offered to provide, or arranged for others to provide
8 MARS, as defined in 16 C.F.R. §322.2, recodified as 12 C.F.R. §1015.2. Evertree
9 transacts or has transacted business in this district and throughout the United
10 States.
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15 9. Defendant Key Stone Real Estate, LLC (“Key Stone”), is a California
16 limited liability company with its principal place of business at 11701 Firestone
17 Blvd., Norwalk, California 90650 and 3780 Kilroy Airport Way, #200, Long
18 Beach, California 90806. At all times material to this Complaint, acting alone or
19 as part of the common enterprise described in paragraph 12, Key Stone has
20 advertised, marketed, provided offered to provide, or arranged for others to provide
21 MARS, as defined in 16 C.F.R. §322.2, recodified as 12 C.F.R. §1015.2. Key
22 Stone transacts or has transacted business in this district and throughout the United
23 States.
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1 have conducted the business practices described below through an interrelated
2 network of companies that have common ownership, officers, managers, business
3 functions, employees, and office locations. Because these Corporate Defendants
4 have operated as a common enterprise, each of them is jointly and severally liable
5 for the acts and practices alleged below. Defendants Pablo Rodriguez and Michael
6 Rodriguez have formulated, directed, controlled, had the authority to control, or
7 participated in the acts and practices of the Corporate Defendants that constitute
8 the common enterprise.
9
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11

12 **COMMERCE**

13 13. At all times material to this Complaint, Defendants have maintained a
14 substantial course of trade in or affecting commerce, as “commerce” is defined in
15 Section 4 of the FTC Act, 15 U.S.C. § 44.
16

17 **DEFENDANTS’ BUSINESS PRACTICES**

18 14. From at least August 10, 2010 to present, Defendants, through
19 operation of the common enterprise, have engaged in a course of conduct to
20 advertise, market, sell, provide, offer to provide, or arrange for others to provide
21 MARS, including mortgage loan modification services.
22
23

24 15. Defendants market their services on the Internet, including through
25 the use of websites such as: www.themragroup.com, www.themragroup.org, and
26
27
28

1 www.evertreewest.com. Defendants also market to consumers through email
2 marketing and outbound telemarketing.

3
4 16. Many of Defendants' customers are financially-distressed
5 homeowners. Defendants promise consumers that they will lower the consumer's
6 mortgage interest rate or obtain loan forbearance, a loan modification, or other loan
7 restructuring.
8

9 17. Defendants purport to provide their consumers with forensic loan
10 audits and other reports that will identify errors in their mortgage loan documents,
11 ferret out predatory lending practices, gather other information that Defendants
12 will use to defend against foreclosure, and win concessions from lenders.
13

14 18. Defendants charge an initial up-front fee ranging from \$1000-\$3200,
15 prior to completing any of the promised MARS.
16

17 19. Defendants, in many instances, promise consumers that they will
18 receive the MARS within four to six months.
19

20 20. In numerous instances, Defendants have failed to obtain any relief for
21 their customers.
22

23 The Sales Pitch

24 21. Defendants initiate contact with consumers in at least two ways,
25 including unsolicited outbound telemarketing calls and inbound telephone calls
26 from consumers originating from Defendants' websites.
27
28

1 22. In numerous instances, Defendants' representatives have told
2 consumers expressly or by implication that if they pay an initial, up-front fee,
3 consumers are likely to obtain loan modifications or other concessions from their
4 lenders and that the process will be complete within as little as four to six months.

6 23. In numerous instances, Defendants' representatives have told
7 consumers that they will conduct various audits and reviews of the consumers'
8 loan documents and transactions and that the majority of audits and reviews reveal
9 fraud, errors, or predatory acts committed by the lender.
10

12 24. For example, on their website www.themragroup.com, Defendants
13 claim to find legal errors in a majority of consumer loan applications:
14

15 [T]he MRA Group, performs predatory lending mortgage audits
16 for attorneys and consumers and we are finding legal violations
17 on over 80% of the loans we review. Meaning, there is an 8 in 10
18 chance that the law has been violated on your mortgage and
19 you might be able to use these legal violations to knock out your
20 lender with a swift upper cut.

21 25. In numerous instances, Defendants' representatives have told
22 consumers that errors or fraud in consumers' mortgage loans and transactions can
23 be used to force lenders to negotiate concessions that will lower consumers'
24 monthly mortgage payments.

25 26. In numerous instances, Defendants have told consumers who have
26 made timely mortgage payments that, in order to obtain the promised MARS,
27 consumers should cease making mortgage payments to their lenders.
28

1 32. The representative, in many instances, collects basic information from
2 the consumer, including but not limited to the consumers' financial status, and then
3 sends the consumer a packet of documents to sign and return for analysis by an
4 MRA representative.
5

6 33. In numerous instances, after the initial sales pitch, Defendants have
7 provided consumers with additional materials via email to bolster their claims
8 about the outcomes consumers can expect to achieve. Those materials contain
9 various claims about Defendants' services, including:
10

11 (a) "We specialize in these types of situations each and every day
12 and I would like to help you save you[sic] thousands of
13 dollars."
14

15 (b)

16 **What The MRA Group will do for you:**
17

- 18 ✓ Review your loan documents to ensure they comply with all federal laws and
19 regulations
20 ✓ Force the lender to adjust the current terms, eliminate or reduce any delinquent
or reduced payments
21 ✓ Reduction of current loan balance, reduced rate.
22 ✓ Loan to be converted to a longer term, fixed rate.
23 ✓ Reduction of current or future interest rate changes.
24 ✓ Update status with credit agencies.
25 ✓ Negotiate short sale when necessary
26 ✓ Negotiate deed in lieu when necessary
27

28 (c) "Forensic Loan Audit: Forensic review of your loan documents
to reveal any errors in your loan documents from the origination to

1 the present. These errors, violations, misrepresentations are used
2 as leverage when negotiating with your lender.”

3 (d) **“Loan Audit Special Report . . .Read On . . .” “Why Hasn’t**
4 **Your Lender Explained this To You?”**

5 Learn how to...

- 6 ✓ Stall or Stop a Foreclosure
- 7 ✓ Reduce Your Monthly Payments and Interest
- 8 ✓ File a Lawsuit against your Lender
- 9 ✓ Cancel your Mortgage and Keep Your Home
- 10 ✓ And much, much more...

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12
13
14 34. In numerous instances, Defendants tell consumers, who have paid
15 advance fees and signed and returned the requested documents, that their
16 documents were not received or that additional documents are required for
17 Defendants to process their application. Consumers who resend the requested
18 documents or send the additional requested documentation, in many instances, are
19 told that Defendants are “monitoring” their applications and are in communication
20 with their lenders about their loan modification.
21
22

23
24 35. In numerous instances, consumers who have paid advance fees to
25 Defendants have been left to negotiate with their own lenders. In some instances,
26 consumers who reach out to their lenders learn that Defendants never contacted
27
28

1 consumers' lenders. In other instances, consumers who reach out to their lenders
2 learn that Defendants were unsuccessful at obtaining MARS.

3 36. Consumers who paid Defendants advance fees for the promised
4 MARS, in many instances, have suffered significant economic injury, including:
5 paying thousands of dollars to Defendants and receiving little or no services in
6 return; falling further behind on mortgage payments; going into foreclosure; and
7 even losing their homes.
8

9
10 37. After consumers have agreed to work with Defendants and paid the
11 requested advance fees, in numerous instances, Defendants have failed to obtain a
12 loan modification, principal reduction, or other promised MARS.
13

14 **VIOLATIONS OF THE FTC ACT**

15
16 38. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits “unfair or
17 deceptive acts or practices in or affecting commerce.”
18

19 39. Misrepresentations or deceptive omissions of material fact constitute
20 deceptive acts or practices prohibited by Section 5(a) of the FTC Act.
21

22 **COUNT I**

23 **(Deceptive Representations Regarding Substantially More Affordable Loan**
24 **Payments, Substantially Lower Interest Rates, or Foreclosure Avoidance)**
25

26 40. In numerous instances, in connection with the advertising, marketing,
27 promotion, offering for sale or sale or performance of mortgage assistance relief
28

1 services, Defendants have represented, directly or indirectly, expressly or by
2 implication, that they typically will obtain mortgage loan modifications for
3 consumers that will make their payments substantially more affordable, will
4 substantially lower their interest rates, or will help them avoid foreclosure.
5

6 41. In truth and in fact, Defendants typically do not obtain mortgage loan
7 modifications for consumers that will make their payments substantially more
8 affordable, will substantially lower their interest rates, or help them avoid
9 foreclosure.
10

11 42. Therefore, Defendants' representation as set forth in Paragraph 40 is
12 false and misleading and constitutes a deceptive act or practice in violation of
13 Section 5(a) of the FTC Act, 15 U.S. C. § 45(a).
14
15

16 **COUNT II**

17 **(Deceptive Representations Regarding Loan Modification**
18 **Services or Loan Audits)**
19

20 43. In numerous instances, in connection with the advertising, marketing,
21 promotion, offering for sale or sale of or performance of mortgage assistance relief
22 services, Defendants have represented, directly or indirectly, expressly or by
23 implication:
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1 (a) that Defendants typically will deliver the promised result from
2 the mortgage assistance relief service within four to six
3 months; and
4

5 (b) that as a result of various loan audits, research, and reviews
6 provided by Defendants, including a forensic loan audit, they
7 typically will obtain mortgage loan modifications for
8 consumers that will make their payments substantially more
9 affordable, will substantially lower their interest rates, or will
10 help them avoid foreclosure.
11
12

13 44. In truth and fact:

14 (a) Defendants typically do not deliver the promised result from
15 mortgage assistance relief service within four to six months;
16
17 and
18

19 (b) Defendants typically do not obtain mortgage loan modifications
20 for consumers that will make their mortgage payments
21 substantially more affordable, will substantially lower their
22 interest rates, or help them avoid foreclosure as a result of the
23 various loan audits, research, and reviews provided by
24 Defendants, if at all provided.
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1 servicer that incorporates the offer that the provider obtained from the loan holder
2 or servicer. 16 C.F.R. § 322.5(a), recodified as 12 C.F.R. § 1015.5(a).

3 49. The MARS Rule and Regulation O prohibit any mortgage assistance
4 relief service provider from misrepresenting, expressly or by implication, any
5 material aspect of any mortgage assistance relief service, including but not limited
6 to:
7

8
9 (a) the likelihood of negotiating, obtaining, or arranging any
10 represented service or result. 16 C.F.R. § 322.3(b)(1),
11 recodified as 12 C.F.R. § 1015.3(b)(1); and
12

13 (b) the amount of time it will take the mortgage assistance relief
14 service provider to accomplish any represented service or
15 result. 16 C.F.R. § 322.3(b)(2), recodified as 12 C.F.R. §
16 1015.3(b)(2).
17
18

19 50. The MARS Rule and Regulation O prohibit any mortgage assistance
20 relief service provider from failing to place a statement in every general
21 commercial communication disclosing that (i) the provider is not associated with
22 the government and its service is not approved by the government or any lender,
23 and (ii) in certain cases, a statement disclosing that the lender may not agree to
24 modify a loan, even if the consumer uses the provider's service. 16 C.F.R.
25 §§ 322.4(a)(1)-(2), recodified as 12 C.F.R. §§ 1015.4(a)(1)-(2).
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1 51. The MARS Rule and Regulation O prohibit any mortgage assistance
2 relief service provider from failing to place a statement in every consumer-specific
3 commercial communication (i) confirming that the consumer may stop doing
4 business with the provider or reject an offer of mortgage assistance without having
5 to pay for the services, (ii) disclosing that the provider is not associated with the
6 government and its service is not approved by the government or any lender, and
7 (iii) in certain cases, a statement disclosing that the lender may not agree to modify
8 a loan, even if the consumer uses the provider's service, and (iv) in certain cases, a
9 statement disclosing that if they stop paying their mortgage, consumers may lose
10 their home or damage their credit. 16 C.F.R. §§ 322.4(b)(1)-(3) and (c), recodified
11 as 12 C.F.R. §§ 1015.4(b)(1)-(3) and (c).

12 52. Pursuant to the Omnibus Act, § 626, 123 Stat. at 678, as clarified by
13 the Credit Card Act, § 511, 123 Stat. at 1763-64 and amended by the Dodd-Frank
14 Act, § 1097, 124 Stat. at 2102-03, 12 U.S.C. § 5538, and pursuant to Section
15 18(d)(3) of the FTC Act, 15 U.S.C. § 57a(d)(3), a violation of the MARS Rule or
16 Regulation O constitutes an unfair or deceptive act or practice in or affecting
17 commerce, in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT III

(Collection of Advance Payments)

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3 53. In numerous instances, in the course of providing, offering to provide,
4 or arranging for others to provide MARS, Defendants ask for or receive payment
5 before consumers have executed a written agreement between the consumer and
6 the loan holder or servicer that incorporates the offer obtained by Defendants, in
7 violation of the MARS Rule, 16 C.F.R. § 322.5(a), and Regulation O, 12 C.F.R. §
8 1015.5(a).
9
10
11

COUNT IV

(Material Misrepresentations)

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13 54. In numerous instances, in the course of providing, offering to provide,
14 or arranging for others to provide mortgage assistance relief services, Defendants,
15 in violation of the MARS Rule, 16 C.F.R. § 322.3(b)(1)-(2), and Regulation O, 12
16 C.F.R. § 1015.3(b)(1)-(2), have misrepresented, expressly or by implication,
17 material aspects of their services, including, but not limited to:
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19
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- 21
22 (a) Defendants' likelihood of obtaining mortgage loan
23 modifications for consumers that will make their payments
24 substantially more affordable;
25
26 (b) Defendants' likelihood of obtaining mortgage loan
27 modifications for consumers that will make their payments
28

1 substantially more affordable as a result of a loan audit
2 provided by Defendants; and

3 (c) The amount of time it will take the mortgage assistance relief
4 service
5

6 provider to accomplish any represented service or result.
7

8 **COUNT V**

9 **(Failure to Disclose)**

10 55. In numerous instances, in the course of providing, offering to provide,
11 or arranging for others to provide mortgage assistance relief services, Defendants
12 have failed to make the following disclosures:
13

14 (a) in all general commercial communications –

15 (1) “[Name of company] is not associated with the
16 government, and our service is not approved by the
17 government or your lender,” in violation of the MARS
18 Rule, 16 C.F.R. § 322.4(a)(1), and Regulation O, 12
19 C.F.R. § 1015.4(a)(1); and
20

21 (2) “Even if you accept this offer and use our service, your
22 lender may not agree to change your loan,” in violation
23 of the MARS Rule, 16 C.F.R. § 322.4(a)(2), and
24 Regulation O, 12 C.F.R. § 1015.4(a)(2);
25
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1 (b) in all consumer-specific commercial communications –

2 (1) “You may stop doing business with us at any time. You
3 may accept or reject the offer of mortgage assistance we
4 obtain from your lender [or servicer]. If you reject the
5 offer, you do not have to pay us. If you accept the offer,
6 you will have to pay us [insert amount or method for
7 calculating the amount] for our services,” in violation of
8 the MARS Rule, 16 C.F.R. § 322.4(b)(1), and Regulation
9 O, 12 C.F.R. § 1015.4(b)(1);
10

11 (2) “[Name of company] is not associated with the
12 government, and our service is not approved by the
13 government or your lender,” in violation of the MARS
14 Rule, 16 C.F.R. § 322.4(b)(2), and Regulation O, 12
15 C.F.R. § 1015.4(b)(2);
16

17 (3) “Even if you accept this offer and use our service, your
18 lender may not agree to change your loan,” in violation
19 of the MARS Rule, 16 C.F.R. § 322.4(b)(3), and
20 Regulation O, 12 C.F.R. § 1015.4(b)(3); and
21

22 (4) “If you stop paying your mortgage, you could lose your
23 home and damage your credit,” in violation of the MARS
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1 Rule, 16 C.F.R. § 322.4(c), and Regulation O, 12 C.F.R.
2 § 1015.4(c).

3 **CONSUMER INJURY**

4
5 56. Consumers have suffered and will continue to suffer substantial injury
6 as a result of Defendants' violations of the FTC Act, the MARS Rule, and
7 Regulation O. In addition, Defendants have been unjustly enriched as a result of
8 their unlawful acts or practices. Absent injunctive relief by this Court, Defendants
9 are likely to continue to injure consumers, reap unjust enrichment, and harm the
10 public interest.
11
12

13 **THIS COURT'S POWER TO GRANT RELIEF**

14
15 57. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court
16 to grant injunctive and such other relief as the Court may deem appropriate to halt
17 and redress violations of any provision of law enforced by the FTC. The Court, in
18 the exercise of its equitable jurisdiction, may award ancillary relief, including
19 rescission or reformation of contracts, restitution, the refund of monies paid, and
20 the disgorgement of ill-gotten monies, to prevent and remedy any violation of any
21 provision of law enforced by the FTC.
22
23

24
25 58. Section 19 of the FTC Act, 15 U.S.C. § 57b, and Section 626 of the
26 Omnibus Act authorize this Court to grant such relief as the Court finds necessary
27
28

1 to redress injury to consumers resulting from Defendants' violations of the MARS
2 Rule, including rescission and reformation of contracts and the refund of money.

3
4 **PRAYER FOR RELIEF**

5 Wherefore, Plaintiff Federal Trade Commission, pursuant to Section 13(b)
6 and 19 of the FTC Act, 15 U.S.C. §§ 53(b) and 57b, the Omnibus Act, and the
7 Court's own equitable powers, requests that the Court:
8

9 A. Award Plaintiff such preliminary injunctive and ancillary relief as may be
10 necessary to avert the likelihood of consumer injury during the pendency of this
11 action, and to preserve the possibility of effective final relief, including but not
12 limited to a temporary and preliminary injunction;
13

14 B. Enter a permanent injunction to prevent future violations of the FTC Act, the
15 MARS Rule and Regulation O by Defendants;
16

17 C. Award such relief as the Court finds necessary to redress injury to
18 consumers resulting from Defendants' violations of the FTC Act and the MARS
19 Rule and Regulation O, including but not limited to, rescission or reformation of
20 contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten
21 monies; and
22
23

24 /

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26 /

D. Award Plaintiff the costs of bringing this action, as well as such other and additional relief as the Court may determine to be just and proper.

Dated: 7/13/2014

Respectfully submitted,

JONATHAN E. NUECHTERLEIN
General Counsel



YAA A. APORI
JASON D. SCHALL
e-mail: yapori@ftc.gov
jschall@ftc.gov

FEDERAL TRADE COMMISSION
600 Pennsylvania Ave., NW
Mail Drop CC-10232
Washington, DC 20580
Telephone: (202) 326-3796
(202) 326-2251
Facsimile: (202) 326-3629

CHRISTINA V. TUSAN
ctusan@ftc.gov
Federal Trade Commission
10877 Wilshire Blvd., Ste. 700
Los Angeles, CA 90024
Telephone: (310) 824-4343
Facsimile: (310) 824-4380

Attorneys for Plaintiff
FEDERAL TRADE COMMISSION